

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE 9TH SANGGUNIANG PANLALAWIGAN, THIS PROVINCE HELD AT THE SP SESSION HALL, 2ND FLOOR, GTIC BUILDING ON MAY 4, 2020.

PRESENT:

- | | | |
|------------------------------|---|---|
| Atty. John Edward G. Gando | - | Vice Governor and Presiding Officer |
| Hon. Cyril C. Beltran | - | SP Member and Majority Floor Leader |
| Hon. Aurelio G. Tionado | - | SP Member |
| Hon. David G. Gano | - | SP Member and Deputy Majority Floor Leader |
| Hon. Luben G. Vilches | - | SP Member |
| Hon. Josefina G. de la Cruz | - | SP Member |
| Hon. Rex G. Fernandez | - | SP Member |
| Hon. Raymond H. Gavileño | - | SP Member |
| Hon. Karren Kaye A. Gadnanan | - | Ex-Officio SP Member (SK Federation President) |
| Hon. Marilou S. Delumpa | - | Ex-Officio SP Member (LNB Federation President) |
| Hon. Glicerio G. Edang | - | Ex-Officio SP Member (PCL Federation President) |

ABSENT:

- | | | |
|--------------------------|---|-----------|
| Hon. Diosdado G. Gonzaga | - | SP Member |
|--------------------------|---|-----------|

RESOLUTION NO. 121

RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH TO SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT THE CONTRACT OF SERVICES WITH MR. JESSMARC F. FERNANDEZ AS NURSE TO BE ASSIGNED AT THE SAN LORENZO PRIMARY QUARANTINE FACILITY

WHEREAS, the Honorable Governor in his letter dated April 30, 2020 is requesting for an authority to sign for and in behalf of the provincial government the Contract of Services with Mr. Jessmarc Fernandez as Nurse to be assigned at the San Lorenzo Primary Quarantine Facility;

WHEREAS, Mr. Jessmarc Fernandez, found to be qualified to render such services and perform the duties and responsibilities of a Nurse, is willing to be hired under the terms and conditions stipulated in the Contract of Services drafted for the purpose;

WHEREAS, this Honorable Body interposes no objection to the above request, subject to the terms, conditions and stipulations set forth in the draft Contract of Services presented before it;

NOW, THEREFORE, on motion of Honorable Josefina G. de la Cruz and duly seconded by all members;

THE 9TH SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED AS IT IS HEREBY RESOLVED, to authorize Governor Samuel T. Gumarin, MD, MPH to sign for and in behalf of the provincial government, the following:

CONTACT US: —



+63920 9815 802



ospguimaras@gmail.com



ProvinceofGuimaras

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract of services entered into this ____ day of _____ at San Miguel, Jordan, Guimaras, Philippines by and between:

The **PROVINCIAL GOVERNMENT OF GUIMARAS** as represented by **HONORABLE SAMUEL T. GUMARIN, MD, MPH.**, Governor, Province of Guimaras with office address at San Miguel, Jordan, Guimaras, Philippines, referred hereinafter as the **FIRST PARTY**;

- and -

JESSMARC F. FERNANDEZ, Filipino citizen, legal age, with residence at Sitio Ayacan, Constancia, San Lorenzo, Guimaras hereinafter referred to as the **SECOND PARTY**.

WITNESSETH:

WHEREAS, the **FIRST PARTY** recognizes the need of the services of the **SECOND PARTY** as Nurse of San Lorenzo Primary Quarantine Facility

WHEREAS, the **FIRST PARTY** had limited personnel in the plantilla to perform such services.

WHEREAS, the **SECOND PARTY**, being found to be qualified to render such services to perform the duties and responsibilities of Nurse at San Lorenzo Primary Quarantine Facility, is willing to be hired under the terms and conditions as provided in this contract.

NOW, THEREFORE, in consideration of the foregoing premises, the **FIRST PARTY** hires and engages the services of the **SECOND PARTY**, subject to the following terms and conditions:

I. SCOPE OF WORK AND EXPECTED OUTPUT

The **SECOND PARTY** obligates itself to undertake and perform the tasks and services, to include in Schedule.

II. TECHNICAL DIRECTIONS

Performance of all work embraced in the Scope of Work herein stipulated shall be subject to the technical direction of, and review of the **FIRST PARTY**. "Technical and Creative Directions" as used herein are directions to the **SECOND PARTY** which indicate in detail such clarifications in the Scope of Work as the **SECOND PARTY MAY DEEM PROPER** to inquire from the **FIRST PARTY**.

III. COST AND TERMS OF PAYMENT

For and in consideration of the full and satisfactory execution and performance by the **SECOND PARTY** of its obligations under this Contract of Service, the **FIRST PARTY** shall pay the **SECOND PARTY** the amount of **TWELVE THOUSAND PESOS ONLY (P12,000.00)** (Computation: Basic Salary 500/day x 12 days=P 6,000.00 + Hazard Pay of 500.00/day x 12days= P6,000.00) monthly inclusive of tax to be taken from the **Governor's Office budget (AO No. 2020-04, SB No. 02, 2020 Health Emergency Response)**.

All payments shall be subject to the usual accounting and auditing rules and regulations.

III. PERIOD OF THE CONTRACT

The minimum duration of this **CONTRACT** shall start on May 4, 2020 to May 15, 2020.

In case of force majeure or similar event or condition which may delay or prevent timely completion of the service embraced in this contract, the **SECOND PARTY** shall promptly report the same to the **FIRST PARTY**, specifying in writing the length of time involved, the cause or causes of delay, and its subsequent implications on the entire timetable and work schedule.

IV. WARRANTY

The **SECOND PARTY** warrants that the quality of the work performed as required in the Scope of Work shall be according to acceptable professional and technical standards and proper compliance with conditions and requirements agreed upon.

V. WITHHOLDING OF PAYMENTS

The **FIRST PARTY** may withhold payment of the agreed price or any portion thereof in the event that the **SECOND PARTY** fails to substantially perform its obligations under this Contract.

VI. AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS

Any amendments or modification or addition to, or deletions from any scope of work or other matters concerning this Contract shall be undertaken by the **SECOND PARTY** only upon prior consent and approval of the **FIRST PARTY**.

VII. EXEMPTION FROM LIABILITY

The **SECOND PARTY** shall hold the **FIRST PARTY** harmless and free from any responsibility or accountability for any accident or injury of any kind which may be fall the **SECOND PARTY** in the course of the performance of the services agreed upon or called to under this Contract. Likewise, the **FIRST PARTY** shall not be liable for any injury or accident to any third party arising from the negligence or carelessness of the **SECOND PARTY** in the performance of the services embraced in this Contract. Moreover, the **SECOND PARTY** shall hold the **FIRST PARTY** free and harmless from any claim, civil or criminal, which may be filed in connection with the aforementioned instances.

VIII. EMPLOYER-EMPLOYEE RELATIONSHIP

It is hereby agreed that no employer-employee relationship in any manner or form is deemed created between the **SECOND PARTY**, on the one hand and the **FIRST PARTY** on the other; that the **SECOND PARTY** acknowledges that no authority has been conferred upon it to hire personnel on behalf of the **FIRST PARTY**; that any personnel hired by the **SECOND PARTY** who will perform the work called for in this contract shall be solely and exclusively hired by the **SECOND PARTY**. The **FIRST PARTY** shall have entire charge; control and supervision of the work herein agreed upon and subject to review the performance of the **SECOND PARTY**.

IX. TERMINATION FOR CONVENIENCE

The **FIRST PARTY** may at any time, whenever it determines for any reason that the termination is in its best interest, terminate the services of the **SECOND PARTY**, in whole or in part, by giving prior written notice thereof to the latter.

The **SECOND PARTY** shall be entitled to reimbursement of all cost and expenses in the performance of this Contract which payment had not been previously made, prior to the effective date of the notice of termination, but neither any extension of time acceptance of any part of the services contemplated shall be deemed as waiver of the right of the **FIRST PARTY** to seek redress for any damage done.

X. PENALTY CLAUSE

It is hereby stipulated that any delay (except those attributable to the **FIRST PARTY**) in compliance by the **SECOND PARTY** with its duties and obligations under this Contract shall be subject to a penalty of one-tenth of one (0.1%) percent of the stipulated price per day beyond the agreed and prescribed period of compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the _____ day of _____ at San Miguel, Jordan, Guimaras, Philippines.

FIRST PARTY

SECOND PARTY

Samuel T. Gumarin, MD, MPH.
Governor, Province of Guimaras

Jessmarc F. Fernandez, RN
Nurse

SIGNED IN THE PRESENCE OF

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF GUIMARAS S.S

BEFORE ME, this _____ day of _____ in the _____, Philippines personally appeared **JESSMARC F. FERNANDEZ, RN** with I.D. No. _____ issued at _____ on _____ and **SAMUEL T. GUMARIN, M.D., M.P.H.**, Governor, Province of Guimaras, with I.D. No. _____ issued at Jordan on _____, all known to me to be the same persons who executed the foregoing instruments and acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of five (5) pages including this page on which this acknowledgment is written, have been signed on the left margin and sealed with my notarial seal.

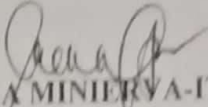
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day, year and place above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Mr. Jess Marc F. Fernandez, San Lorenzo Primary Quarantine Facility and all other concerned offices for information and appropriate action.

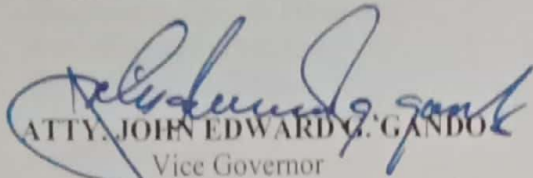
APPROVED. May 4, 2020.

I hereby attest that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 9th Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on May 4, 2020.



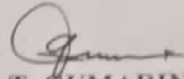
LORENA MINIERYA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Certified Correct:



ATTY. JOHN EDWARD G. GANDO
Vice Governor
Presiding Officer

Approved:



SAMUEL T. GUMARIN, MD, MPH
Governor